

EXHIBIT A

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

CONNIE WILKERSON,)
)
Plaintiff,)
)
v.)
)
)
AMAZON.COM SERVICES, LLC)
)
SERVE REGISTERED AGENT:)
CSC-Lawyers Incorporating)
Service Company)
221 Bolivar Street)
Jefferson City, MO 65101)

Cause No.:)
)
JURY TRIAL DEMANDED)

PETITION

COMES NOW Plaintiff, CONNIE WILKERSON, by and through undersigned counsel, and for her Petition, states the following to the Court:

STATEMENT OF THE CASE

1. Plaintiff Connie Wilkerson (“Plaintiff”), was an employee of Defendant AMAZON.COM SERVICES, LLC (“AMAZON”) who was injured on the job and had one or more serious medical conditions that substantially limited one or more of life’s major activities.

2. Defendant refused to accommodate Plaintiff’s requests for reasonable accommodations and terminated her on or about February 21, 2021.

3. Plaintiff’s termination was due to one or more of the following illegal reasons:

- a. Defendant Amazon terminated Plaintiff for reporting a work-related injury and/or illness or otherwise exercising her rights under the Missouri Workers’ Compensation Law;
- b. Defendant Amazon terminated Plaintiff because of her disability or perceived disability;

- c. Defendant Amazon terminated Plaintiff in retaliation for requesting a reasonable accommodation.
4. This is an action brought to remedy, inter alia, Defendant Amazon's violations of Plaintiff's rights pursuant to the Missouri Human Rights Act and the Missouri Workers Compensation Law, § 287.010 RSMo., et seq.

PARTIES

5. Plaintiff is a resident of the State of Missouri.
6. Defendant Amazon is a foreign limited liability company formed under the laws of the State of Delaware.
7. Defendant Amazon is a foreign limited liability company that uses the service of five or more persons for pay.
8. Defendant Amazon is an "employer" as that term is defined under the Missouri Workers Compensation Act.
9. At all relevant times, Plaintiff was employed by Defendant Amazon.

JURISDICTION AND VENUE

10. Defendant Amazon conducts continuous and systematic business in the State of Missouri.
11. Defendant Amazon has in excess of 5,000 employees.
12. Plaintiff's cause of action arises out of conduct that took place in St. Charles County, State of Missouri, as Plaintiff was employed by Defendant Amazon's facility located at 4000 Premier Pkwy, St. Charles, MO 63301 ("Facility").
13. Venue is proper within this Court because at least one of the unlawful practices complained of herein occurred in St. Charles County, State of Missouri.

14. This Honorable Court has jurisdiction pursuant to § 213.111 RSMo.
15. Plaintiff received her Notice of Right to Sue letter from the Missouri Commission on Human Rights (“MCHR”) on December 21, 2021. See Plaintiff’s Exhibit 1 attached hereto.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

16. In or around October 11, 2019, Plaintiff was hired by Defendant Amazon as a Fulfillment Associate at the Facility.
17. During the course of Plaintiff’s employment with Defendant Amazon, she was injured at work on or about December 5, 2019.
18. Plaintiff reported her injury to Amazon and sought to utilize her rights under the Missouri Workers’ Compensation Law.
19. Plaintiff was given work restrictions from December 6, 2019 through December 9, 2019.
20. On December 9, 2019, Amazon claimed there were no available positions that could accommodate Plaintiff’s restrictions.
21. Plaintiff denies that Amazon could not accommodate her.
22. On December 19, 2019, Plaintiff was ordered back to work without restrictions.
23. Plaintiff’s condition had not significantly improved from December 5, 2019 through December 19, 2019.
24. Plaintiff returned to work using only one arm.
25. Amazon knew Plaintiff was only using one arm to work.
26. Amazon knew or should have known that Plaintiff was only using one arm because of her workplace injury.

27. Because she was only using one arm her productivity was lower than employees using both arms.
28. Instead of giving Plaintiff less work, she was given more work to do.
29. Plaintiff received negative performance evaluations based upon her productivity.
30. Plaintiff contends that she was not working on some of the days she was evaluated.
31. Plaintiff brought this to Amazon's attention but was told, "[i]t doesn't matter."
32. Plaintiff was terminated on February 21, 2020 for failing to improve her productivity.

COUNT I

(Worker's Compensation Retaliation)

33. Plaintiff restates and realleges paragraphs 1-32 of this Petition as if fully stated herein.
34. Defendant Amazon was aware that Plaintiff had a work-related injury.
35. Defendant Amazon was aware that Plaintiff sought medical treatment as a result of her work-related injury.
36. Plaintiff's workers' compensation claim, and her otherwise seeking benefits under the Missouri Worker's Compensation Law, was a motivating factor in Defendant Amazon's wrongful termination of Plaintiff.
37. Defendant Amazon's actions were intentional with reckless indifference to Plaintiff's rights and sensibilities.

38. As a direct and proximate result of Defendant Amazon's wrongful acts, Plaintiff sustained injuries and damages. These include, but are not limited to the following: past and future wage loss; past and future lost earning capacity; past and future loss of fringe benefits; loss of

career opportunities; shame, humiliation, embarrassment, anxiety, loss of sleep and interference with the enjoyment of life; and emotional distress, all of which will continue into the future.

39. All of the actions of Defendant Amazon were intentional, careless and/or reckless and performed in complete disregard of the law and the rights of Plaintiff for which conduct and actions, punitive damages are properly imposed in such amounts as will punish Defendant Amazon for its wrongful conduct and deter it and others from like conduct in the future.

WHEREFORE, Plaintiff prays that judgment be entered against Defendant Amazon, and that Plaintiff be awarded past, present and future lost wages and benefits; compensatory damages, punitive and exemplary damages; interest, costs, and reasonable attorneys' fees; any other relief afforded Plaintiff under the law, and all other relief deemed just and equitable.

COUNT II

(Missouri Human Rights Act: Disability Discrimination-Wrongful Termination)

40. Plaintiff restates and realleges paragraphs 1-32 of this Petition as if fully stated herein.

41. Plaintiff's medical condition is a serious medical condition that substantially limits one or more major life activities, or alternatively, Defendant Amazon perceived Plaintiff as having such a condition.

42. Plaintiff's disability or perceived disability placed her as a member of a protected class under the MHRA.

43. Plaintiff was qualified to perform the essential functions of the job with or without a reasonable accommodation.

44. Plaintiff was only working with one arm.

45. Defendant Amazon had the capacity to accept Plaintiff was working with one arm and take her condition into account when judging her performance.

46. Plaintiff was subjected to tangible employment actions including, but not limited to, termination.

47. Plaintiff's disability was a motivating factor in the tangible employment actions including, but not limited to, termination.

48. Defendant Amazon's actions were intentional with reckless indifference to Plaintiff's rights and sensibilities.

49. Defendant Amazon treated Plaintiff differently than similarly situated employees based on unlawful consideration of disability.

50. As a direct and proximate result of Defendant Amazon's wrongful acts, Plaintiff has sustained injuries and damages. These include but are not limited to past and future wage loss; past and future lost earning capacity; loss of career opportunities; shame, humiliation, embarrassment, anxiety, loss of sleep and interference with her enjoyment of life; and emotional distress, all of which will continue into the future.

51. The actions of Defendant Amazon were intentional, careless and/or reckless and performed in complete disregard of the law and the rights of Plaintiff, for which conduct and actions, punitive damages are properly imposed in such amounts as will punish Defendant Amazon for its wrongful conduct and deter it and others from like conduct in the future.

WHEREFORE, Plaintiff prays that judgment be entered against Defendant Amazon, and Plaintiff be awarded past, present and future lost wages and benefits; compensatory damages, punitive and exemplary damages; interest, costs, and reasonable attorneys' fees; any other relief afforded Plaintiff under the Missouri Human Rights Act, and all other relief deemed just and equitable.

COUNT III

(Missouri Human Rights Act – Retaliation)

52. Plaintiff restates and realleges paragraphs 1-32 of this Petition as if fully stated herein.

53. Plaintiff engaged in protected activities, including, but not limited to, reporting her disability to Defendant Amazon and requesting reasonable accommodations for her disability.

54. As a result of engaging in said protected activities, Plaintiff has suffered – and continues to suffer – adverse employment actions, as alleged in this Petition, including, but not limited to, termination from employment by Defendant Amazon.

55. As a direct and proximate result of Defendant Amazon's wrongful acts, Plaintiff has sustained injuries and damages. These include but are not limited to past and future wage loss; past and future earning capacity; loss of career opportunities; shame, humiliation, embarrassment, anxiety, loss of sleep and interference with her enjoyment of life; and emotional distress, all of which will continue into the future.

56. The actions of Defendant Amazon were intentional, careless and/or reckless and performed in complete disregard of the law and the rights of Plaintiff, for which conduct and actions, punitive damages are properly imposed in such amounts as will punish Defendant Amazon for its wrongful conduct and deter it and others from like conduct in the future.

WHEREFORE, Plaintiff prays that judgment be entered against Defendant Amazon, and Plaintiff be awarded past, present and future lost wages and benefits; compensatory damages, punitive and exemplary damages; interest, costs, and reasonable attorneys' fees; any other relief afforded Plaintiff under the Missouri Human Rights Act, and all other relief deemed just and equitable.

Respectfully submitted,

THE FURNISS LAW FIRM, LLC

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